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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ASTON MCEWAN,
Plaintiff,
v.
PARADIGM ASSETS RECOVERY
LLC; EXPERIAN INFORMATION
SOLUTIONS, INC.; EQUIFAX
INFORMATION SERVICES LLC, and
TRANSUNION LLC,
Defendants.

Case No.: 8:23-cv-1630

**Complaint for Damages:
Violation of Fair Credit
Reporting Act**

Plaintiff, Aston McEwan, by and through undersigned counsel, upon information and belief, hereby complains as follows:

I. INTRODUCTION

1. This action arises out of Defendants' violations of the Fair Credit Reporting Act ("FCRA") whereby Plaintiff discovered inaccurate information reporting on his consumer credit reports, disputed that inaccurate information, and Defendants willfully or negligently refused to correct the inaccurate information on Plaintiff's consumer credit report, damaging Plaintiff.

II. PARTIES

2. At all times pertinent hereto, Plaintiff was a “consumer” as that term is defined by 15 U.S.C. §1681a(3).

3. Defendant, Paradigm Assets Recovery LLC (“Paradigm”) is and at all times relevant hereto was, a lending institution regularly doing business in the State of California.

4. At all times pertinent hereto, Defendant Paradigm is a “person” as that term is defined in 15 U.S.C. §1681a(b) and also a “furnisher” of credit information as that term is described in 15 U.S.C. §1681s-2 *et seq.*

5. Defendant Paradigm was at all relevant times engaged in the business of attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. § 1692a(5).

6. Defendants Paradigm is a “debt collector” as defined by 15 U.S.C. § 1692a(6).

7. Defendant Experian Information Solutions, Inc. is a corporation existing under the laws of California, with North American Headquarters in Costa Mesa, CA.

8. Defendant, Experian Information Solutions, Inc. (“Experian”), is a credit reporting agency, licensed to do business in California.

9. Defendant Experian is, and at all times relevant hereto was, regularly doing business in the State of California.

10. Experian is regularly engaged in the business of assembling, evaluating, and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. §1681a(d), to third parties.

11. Experian furnishes such consumer reports to third parties under contract for monetary compensation.

12. At all times pertinent hereto, Defendant Experian was a “person” and “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

13. Defendant, Equifax Information Services LLC (“Equifax”), is a credit reporting agency, licensed to do business in California.

1 14. Defendant Equifax is, and at all times relevant hereto was, regularly doing
2 business in the State of California.

3 15. Equifax is regularly engaged in the business of assembling, evaluating, and
4 disbursing information concerning consumers for the purpose of furnishing consumer
5 reports, as defined in 15 U.S.C. §1681a(d), to third parties.

6 16. Equifax furnishes such consumer reports to third parties under contract for
7 monetary compensation.

8 17. At all times pertinent hereto, Defendant Equifax was a “person” and
9 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

10 18. Defendant, TransUnion LLC (“TransUnion”), is a credit reporting agency,
11 licensed to do business in California.

12 19. Defendant TransUnion is, and at all times relevant hereto was, regularly
13 doing business in the State of California.

14 20. TransUnion is regularly engaged in the business of assembling, evaluating,
15 and disbursing information concerning consumers for the purpose of furnishing
16 consumer reports, as defined in 15 U.S.C. §1681a(d), to third parties.

17 21. TransUnion furnishes such consumer reports to third parties under contract
18 for monetary compensation.

19 22. At all times pertinent hereto, Defendant TransUnion was a “person” and
20 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

III. JURISDICTION AND VENUE

23 23. This Court has jurisdiction over this action pursuant to 15 U.S.C. §1681p,
24 15 U.S.C. §1692k(d), and 28 U.S.C. §1331.

25 24. Venue is proper in this district pursuant to 28 U.S.C. §1391(b).

IV. FACTUAL ALLEGATIONS

27 25. Plaintiff is a consumer who is the victim of inaccurate reporting by
28 Defendants Paradigm, Experian, Equifax and TransUnion (collectively, “Defendants”),

1 and has suffered particularized and concrete harm.

2 26. Equifax, Experian and TransUnion are the three largest consumer reporting
3 agencies (“CRAs”) as defined by 15 U.S.C. §1681a(f).

4 27. The CRAs’ primary business is the sale of consumer reports (commonly
5 referred to as “credit reports”) to third parties and consumers.

6 28. Experian, Equifax and TransUnion have a duty, under the FCRA, to follow
7 reasonable procedures to ensure that the consumer reports they sell meet the standard of
8 “maximum possible accuracy.” 15 U.S.C. §1681e(b).

9 29. Plaintiff discovered the Paradigm account #2130P1XXXXXX on his
10 Equifax, Experian, and TransUnion consumer reports in error (the “Account”).

11 30. Plaintiff completed an Identity Theft Victim’s Complaint and Affidavit on
12 July 13, 2023, under penalty of perjury, reporting the fraudulent information associated
13 with the Account for investigation and prosecution.

14 31. Plaintiff filed an Identity Theft Victim’s Complaint and Affidavit with the
15 Miramar Police Department under penalty of perjury, reporting the fraudulent
16 information associated with the Account for investigation and prosecution.

17 32. The Defendants continue erroneously to report the Account with balance
18 due and owing inclusive of late fees and penalties, and a derogatory status to Experian,
19 Equifax and TransUnion which are CRAs and which report accounts on Plaintiff’s
20 consumer reports that do not belong to the Plaintiff.

21 33. The false information regarding the Account appearing on Plaintiff’s
22 consumer reports harms the Plaintiff because it does not accurately depict Plaintiff’s
23 credit history and creditworthiness and overstates credit utilization.

24 **PLAINTIFF’S WRITTEN DISPUTE**

25 34. On or about July 11, 2023, Plaintiff sent a written dispute to Equifax
26 (“Equifax Dispute”), disputing the inaccurate information regarding the Account
27 reporting on Plaintiff’s consumer report.

28 35. On or about July 11, 2023, Plaintiff sent a written dispute to Experian

1 (“Experian Dispute”), disputing the inaccurate information regarding Account reporting
2 on Plaintiff’s consumer report.

3 36. On or about July 11, 2023, Plaintiff sent a written dispute to TransUnion
4 (“TransUnion Dispute”), disputing the inaccurate information regarding the Account
5 reporting on Plaintiff’s consumer reports.

6 37. Upon information and belief, Equifax, Experian and TransUnion forwarded
7 Plaintiff’s Disputes (collectively the “Dispute Letters”) to Defendant Paradigm.

8 38. Upon information and belief, Paradigm received notification of Plaintiff’s
9 Dispute Letters from Equifax, Experian, and TransUnion.

10 39. Upon information and belief, Paradigm verified the erroneous information
11 associated with the Account to Equifax, Experian, and TransUnion.

12 40. Paradigm failed to conduct an investigation, contact Plaintiff, contact third-
13 parties, or review underlying account information with respect to the disputed
14 information and the accuracy of the Account.

15 41. Equifax, Experian, and TransUnion each did not conduct an investigation,
16 contact Plaintiff, contact third-parties, or review underlying account information with
17 respect to the disputed information and the accuracy of the Account.

18 42. Upon information and belief, Paradigm failed to instruct Equifax, Experian,
19 and TransUnion to remove the false information regarding the Account reporting on
20 Plaintiff’s consumer reports.

21 43. Equifax, Experian, and TransUnion employed an investigation process that
22 was not reasonable and did not remove the false information regarding the Account
23 identified in Plaintiff’s Dispute Letters.

24 44. At no point after receiving the Dispute Letters did Paradigm, Equifax,
25 Experian, or TransUnion communicate with Plaintiff to determine the veracity and
26 extent of Plaintiff’s Dispute Letters.

27 45. Equifax, Experian, and TransUnion relied on their own judgment and the
28 information provided to them by Paradigm rather than grant credence to the information

1 || provided by Plaintiff.

2 46. The Plaintiff was denied credit and/or refrained from needed credit
3 applications due to the erroneous information associated with the Account.

COUNT I – EXPERIANCE

FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)

7 47. Plaintiff re-alleges and reaffirms the above paragraphs 1-46 as though fully
8 set forth herein.

9 48. After receiving the Experian Dispute, Experian failed to correct the false
10 information regarding the Account reporting on Plaintiff's Experian consumer report.

11 49. Defendant Experian violated 15 U.S.C. §1681e(b) by failing to establish or
12 to follow reasonable procedures to assure maximum possible accuracy in the preparation
13 of the credit reports and credit files Defendant Experian published and maintained
14 concerning Plaintiff.

15 50. As a result of this conduct, action and inaction of Defendant Experian,
16 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
17 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal
18 and usual activities for which Plaintiff seeks damages in an amount to be determined by
19 the trier of fact.

20 51. Defendant Experian's conduct, action, and inaction were willful, rendering
21 Defendant Experian liable to Plaintiff for punitive damages pursuant to 15 U.S.C.
22 §1681n.

23 52. In the alternative, Defendant Experian was negligent, entitled Plaintiff to
24 recover damages under 15 U.S.C. §1681o.

25 53. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
26 Experian, pursuant to 15 U.S.C. §1681n and/or §1681o.

COUNT II – EXPERIANCE

FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i

54. Plaintiff re-alleges and reaffirms the above paragraphs 1-46 as though fully set forth herein.

55. After receiving the Experian Dispute, Experian failed to correct the false information regarding the Account reporting on Plaintiff's Experian consumer report.

56. Defendant Experian violated 15 U.S.C. §1681i by failing to delete inaccurate information in Plaintiff's credit files after receiving actual notice of such inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit files.

57. As a result of this conduct, action and inaction of Defendant Experian, Plaintiff suffered damage, and continues to suffer, actual damages, including economic loss, damage to reputation, emotional distress and interference with Plaintiff's normal and usual activities for which Plaintiff seeks damages in an amount to be determined by the trier of fact.

58. Defendant Experian's conduct, action, and inaction were willful, rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

59. In the alternative, Defendant Experian was negligent, entitling Plaintiff to recover damages under 15 U.S.C. §1681o.

60. Plaintiff is entitled to recover costs and attorneys' fees from Defendant Experian pursuant to 15 U.S.C. §1681n and/or §1681o.

COUNT III – EQUIFAX

FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)

61. Plaintiff re-alleges and reaffirms the above paragraphs 1-46 as though fully set forth herein.

62. After receiving the Equifax Dispute, Equifax failed to correct the false

1 information regarding the Account reporting on Plaintiff's Equifax consumer report.

2 63. Defendant Equifax violated 15 U.S.C. §1681e(b) by failing to establish or
3 to follow reasonable procedures to assure maximum possible accuracy in the preparation
4 of the credit reports and credit files Defendant Equifax published and maintained
5 concerning Plaintiff.

6 64. As a result of this conduct, action and inaction of Defendant Equifax,
7 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
8 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal
9 and usual activities for which Plaintiff seeks damages in an amount to be determined by
10 the trier of fact.

11 65. Defendant Equifax's conduct, action, and inaction were willful, rendering
12 Defendant Equifax liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

13 66. In the alternative, Defendant Equifax was negligent, entitled Plaintiff to
14 recover damages under 15 U.S.C. §1681o.

15 67. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
16 Equifax, pursuant to 15 U.S.C. §1681n and/or §1681o.

17
18 **COUNT IV – EQUIFAX**

19 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i**

20 68. Plaintiff re-alleges and reaffirms the above paragraphs 1-46 as though fully
21 set forth herein.

22 69. After receiving the Equifax Dispute, Equifax failed to correct the false
23 information regarding the Account reporting on Plaintiff's Equifax consumer report.

24 70. Defendant Equifax violated 15 U.S.C. §1681i by failing to delete inaccurate
25 information in Plaintiff's credit files after receiving actual notice of such inaccuracies,
26 by failing to conduct lawful reinvestigations, and by failing to maintain reasonable
27 procedures with which to filter and verify disputed information in Plaintiff's credit files.

28 71. As a result of this conduct, action and inaction of Defendant Equifax,

1 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
2 loss, damage to reputation, emotional distress and interference with Plaintiff's normal
3 and usual activities for which Plaintiff seeks damages in an amount to be determined by
4 the trier of fact.

5 72. Defendant Equifax's conduct, action, and inaction were willful, rendering
6 Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

7 73. In the alternative, Defendant Equifax was negligent, entitling Plaintiff to
8 recover damages under 15 U.S.C. §1681o.

9 74. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
10 Equifax pursuant to 15 U.S.C. §1681n and/or §1681o.

11
12 **COUNT V – TRANSUNION**

13 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

14 75. Plaintiff re-alleges and reaffirms the above paragraphs 1-46 as though fully
15 set forth herein.

16 76. After receiving the TransUnion Dispute, TransUnion failed to correct the
17 false information regarding the Account reporting on Plaintiff's TransUnion consumer
18 report.

19 77. Defendant TransUnion violated 15 U.S.C. §1681e(b) by failing to establish
20 or to follow reasonable procedures to assure maximum possible accuracy in the
21 preparation of the credit reports and credit files Defendant TransUnion published and
22 maintained concerning Plaintiff.

23 78. As a result of this conduct, action and inaction of Defendant TransUnion,
24 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
25 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal
26 and usual activities for which Plaintiff seeks damages in an amount to be determined by
27 the trier of fact.

28 79. Defendant TransUnion's conduct, action, and inaction were willful,

1 rendering Defendant TransUnion liable to Plaintiff for punitive damages pursuant to 15
2 U.S.C. §1681n.

3 80. In the alternative, Defendant TransUnion was negligent, entitled Plaintiff to
4 recover damages under 15 U.S.C. §1681o.

5 81. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
6 TransUnion, pursuant to 15 U.S.C. §1681n and/or §1681o.

7

8 **COUNT VI – TRANSUNION**

9 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i**

10 82. Plaintiff re-alleges and reaffirms the above paragraphs 1-46 as though fully
11 set forth herein.

12 83. After receiving the TransUnion Dispute, TransUnion failed to correct the
13 false information regarding the Account reporting on Plaintiff's TransUnion consumer
14 report.

15 84. Defendant TransUnion violated 15 U.S.C. §1681i by failing to delete
16 inaccurate information in Plaintiff's credit files after receiving actual notice of such
17 inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain
18 reasonable procedures with which to filter and verify disputed information in Plaintiff's
19 credit files.

20 85. As a result of this conduct, action and inaction of Defendant TransUnion,
21 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
22 loss, damage to reputation, emotional distress and interference with Plaintiff's normal
23 and usual activities for which Plaintiff seeks damages in an amount to be determined by
24 the trier of fact.

25 86. Defendant TransUnion's conduct, action, and inaction were willful,
26 rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C.
27 §1681n.

28 87. In the alternative, Defendant TransUnion was negligent, entitling Plaintiff

1 to recover damages under 15 U.S.C. §1681o.

2 88. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
3 TransUnion pursuant to 15 U.S.C. §1681n and/or §1681o.

4

5 **COUNT VII – PARADIGM**

6 **Fair Credit Reporting Act Violation – 15 U.S.C. §1681s-2(b)**

7 89. Plaintiff re-alleges and reaffirms the above paragraphs 1-46 as though fully
8 set forth herein.

9 90. After receiving the Dispute Letters, Paradigm failed to correct the false
10 information regarding the Account reporting on Plaintiff's consumer report.

11 91. Defendant violated 15 U.S.C. §1681s-2(b) by failing to fully and properly
12 investigate Plaintiff's disputes of Defendant Paradigm's representations; by failing to
13 review all relevant information regarding Plaintiff's disputes; by failing to accurately
14 respond to credit reporting agencies; by verifying false information; and by failing to
15 permanently and lawfully correct its own internal records to prevent the re-reporting of
16 Defendant Paradigm's representations to consumer credit reporting agencies, among
17 other unlawful conduct.

18 92. As a result of this conduct, action, and inaction of Defendant Paradigm,
19 Plaintiff suffered damages, and continues to suffer, actual damages, including economic
20 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal
21 and usual activities for which Plaintiff seeks damages in an amount to be determined by
22 the trier of fact.

23 93. Defendant Paradigm's conduct, action, and inaction were willful, rendering
24 Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

25 94. In the alternative, Defendant Paradigm was negligent, entitling Plaintiff to
26 recover damages under 15 U.S.C. §1681o.

27 95. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
28 Paradigm pursuant to 15 U.S.C. §1681n and/or 15 U.S.C. §1681o.

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff seeks a reasonable and fair judgment against Defendants
3 for willful noncompliance of the Fair Credit Reporting Act and seeks statutory remedies
4 as defined by 15 U.S.C. § 1681 and demands:

5 A. Actual damages to be proven at trial, or statutory damages pursuant to 15 U.S.C.
6 § 1681n(a)(1)(A), of not less than \$100 and not more than \$1,000 per violation;
7 B. Punitive damages, pursuant 15 U.S.C. § 1681n(a)(2), for Defendant's willful
8 violation;
9 C. The costs of instituting this action together with reasonable attorney's fees
10 incurred by Plaintiff pursuant to 15 U.S.C. § 1681n(a)(3); and
11 D. Any further legal and equitable relief as the court may deem just and proper in
12 the circumstances.

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15 Respectfully submitted August 31, 2023.

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